

FILED
LODGED
ENTERED
RECEIVED

JUN 07 2006 LK

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CRISTINA JACKSON,

Plaintiff,

v.

BARBARA MASON; METROPOLITAN
LIFE INSURANCE COMPANY, aka
METLIFE,

Defendants.

No.:

C06-0789PSL

NOTICE OF REMOVAL OF CIVIL
ACTION PURSUANT TO 28 U.S.C. § 1441



06-CV-00789-CMP

TO: CLERK OF THE COURT

AND TO: Plaintiff

AND TO: Frank R. Siderius, Siderius, Longergan & Martin, LLP, Attorneys for Plaintiff

AND TO: Barbara Mason, Defendant

Defendant Metropolitan Life Insurance Company ("MetLife") submits the following
Notice of Removal to the United States District Court, Western District of Washington, at
Seattle, and in support thereof states as follows:

1. There is a certain action presently pending in the Superior Court of Washington,
King County Case No. 06-2-16050-9 SEA, wherein Cristina J. Jackson is the Plaintiff and
Barbara Mason and Metropolitan Life Insurance Company, aka MetLife, are the named
Defendants.

NOTICE OF REMOVAL OF CIVIL ACTION PURSUANT TO 28 U.S.C. Page 1

§ 1441:

No.:

Bullivant/Houser/Bailey PC

1001 Fifth Avenue, Suite 2000
Seattle, Washington 98101-1618
Telephone: 206 242.8030

1 2. The Summons and Complaint has not been served upon MetLife, but MetLife is
2 informed and believes that defendant Barbara Mason was served on or about May 24, 2006.
3 A copy of the Summons and Complaint are attached hereto as Exhibit "A."

4 3. This is a civil action in which this United States District Court has original
5 jurisdiction under the provisions of both 28 U.S.C. §1331 and 28 U.S.C. § 1332. Federal
6 question jurisdiction exists here, in that the distribution of funds in question is dependent
7 upon federal statutes, 5 U.S.C. §8701, *et seq.*, and federal regulations 5 C.F.R. Part 870-874
8 and the Complaint claims entitlement to insurance proceeds on the life of the deceased,
9 Robert Frank Jackson, under a group life insurance policy (the "FEGLI Policy") issued to the
10 United States Office of Personnel Management pursuant to the Federal Employees' Group
11 Life Insurance Act ("FEGLIA"). This action may be removed to this Court pursuant to 28
12 U.S.C. §1441.

13 4. At all times relevant hereto, Robert Frank Jackson, the deceased insured
14 individual whose life insurance proceeds are the subject of this civil action, was an employee
15 of the Department of the Army, Civil Service Division. As an eligible employee, he was
16 covered under the FEGLI Policy.

17 5. Upon the death of Robert Frank Jackson, MetLife became obligated to pay the
18 proceeds of such coverage under the FEGLI Policy pursuant to 5 U.S.C. §8705. A lawsuit
19 for payment of FEGLI benefits arises under federal law, since federal authority alone
20 authorizes payment of FEGLI benefits.

21 6. On the face of the Complaint, Plaintiff made no separate or independent claim
22 under state law or otherwise against MetLife. Therefore, no state law claim is present, nor
23 would one, if alleged, predominate over Plaintiff's claim relating to the insured's coverage
24 under the FEGLI Policy, which is the subject of this dispute, and hence, is properly
25 removable.

26 7. Jurisdiction based on diversity of citizenship is also present, in that Plaintiff

1 alleges in the Complaint that she is a resident of the State of Washington and further alleges
2 that defendant Mason is a resident of the State of Hawaii. Defendant MetLife is a
3 corporation incorporated under the laws of the State of New York with its principal place of
4 business in the State of New York.

5 8. Plaintiff seeks damages under the policy, which exceed \$75,000, exclusive of
6 interest and costs.

7 9. The provisions of 28 U.S.C. §1332 apply because this action is between citizens
8 of different states with an amount in controversy that exceeds \$75,000, exclusive of interest
9 and costs.

10 10. Defendant Barbara Mason has consented to this removal. Attached hereto as
11 Exhibit B is her written consent.

12 11. This Notice of Removal is timely because it is being filed within thirty (30) days
13 after the service of the initial pleading, in accordance with 28 U.S.C. §1446(b).

14 12. WHEREFORE, Defendant Metropolitan Life Insurance Company hereby gives
15 notice of the removal of this action from the Superior Court of Washington, King County, to
16 the United States District Court, Western District of Washington, at Seattle.

17 DATED: June 7, 2006

18 BULLIVANT HOUSER BAILEY PC

19 

20 /s/ Medora A. Marisseau

21 Medora A. Marisseau, WSBA # 23114

22 E-mail: medora.marisseau@bullivant.com

23 Brian K. Keeley, WSBA #32121

24 E-mail: brian.keeley@bullivant.com

25 Attorneys for Defendant Metropolitan Life
26 Insurance Company

BULLIVANT HOUSER BAILEY PC

1601 Fifth Avenue, Suite 2300

Seattle, Washington 98101-1618

Telephone: 206.292.8930

Facsimile: 206.386.5130

3493876.1

NOTICE OF REMOVAL OF CIVIL ACTION PURSUANT TO 28 U.S.C. Page 3

§ 1441:

No.:

BullivantHouserBailey PC

1601 Fifth Avenue, Suite 2300
Seattle, Washington 98101 1618
Telephone: 206.292.8930

Exhibit A

CHARLES W. MERTEL

FILED

05 MAY -9 PM 2:10

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CRISTINA J. JACKSON,

Plaintiff,

v.

BARBARA MASON; METROPOLITAN
LIFE INSURANCE COMPANY, aka MET
LIFE,

Defendants.

NO.

932 2216050-9 SEA

SUMMONS

TO THE DEFENDANT: A lawsuit has been started against you in the above entitled court by Cristina J. Jackson, plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the plaintiff within 20 days after the service of this summons, excluding the day of service, if served within the State of Washington, and within 60 days after service of this summons upon you, exclusive of the day of service, if served out of the State of Washington, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve a notice of appearance on the undersigned attorney you are entitled to notice before a default judgment may be entered.

You may demand that plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the plaintiff. Within 14 days after you

SUMMONS - 1.

ORIGINAL

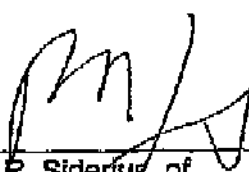
SIDERIUS, LONERGAN & MARTIN, LLP
ATTORNEYS AT LAW
500 UNION STREET
SUITE 847
SEATTLE, WASHINGTON 98101
(206) 624-2800
FAX (206) 624-2805

1 serve the demand, the plaintiff must file this lawsuit with the court, or the service on you
2 of this summons and complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so
4 promptly so that your written response, if any, may be served on time.

5 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
6 State of Washington.

7 DATED this 28th day of April, 2006.

8 
9 Frank R. Siderius, of
10 SIDERIUS, LONERGAN & MARTIN, LLP
11 Attorneys for Plaintiff
12 WSBA #7759
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUMMONS - 2.

SIDERIUS, LONERGAN & MARTIN, LLP
ATTORNEYS AT LAW
800 UNION STREET
SUITE 847
SEATTLE, WASHINGTON 98101
(206) 624-2800
FAX (206) 624-2805

CHARLES W. MERTEL

FILED

06 MAY -9 PM 2:10

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CRISTINA J. JACKSON,

Plaintiff,

v.

BARBARA MASON; METROPOLITAN
LIFE INSURANCE COMPANY, aka
METLIFE,

Defendant.

06-12-16 05:02:58A

COMPLAINT FOR RECOVERY OF
INSURANCE PROCEEDS

COMES NOW plaintiff and for cause of action alleges as follows:

I.

Plaintiff, Cristina J. Jackson, is a resident of Federal Way, King County, Washington.

II.

Defendant, Barbara Mason, resides at 87-2611 Mamalahoa Highway, Captain Cook, Hawaii, 96704.

III.

Defendant, Metropolitan Life Insurance Company, also known as MetLife, is an insurance company doing business in all fifty states, including Washington.

COMPLAINT FOR RECOVERY OF
INSURANCE PROCEEDS - 1.

ORIGINAL

SIDERIUS, LONERGAN & MARTIN, LLP
ATTORNEYS AT LAW
800 UNION STREET
SUITE 847
SEATTLE, WASHINGTON 98101
(206) 624-2800
FAX (206) 624-2805

IV.

Plaintiff was married to Robert Frank Jackson, who died on December 5, 2005. A life insurance policy insuring Robert F. Jackson's life through the Office of Federal Employee's Group Life Insurance (OFEGLI) is payable by defendant MetLife.

V.

Both plaintiff and defendant Mason claim some right, title, and interest in and to the death benefits/proceeds of the MetLife policy now held as MetLife Total Control Account No. 4050839608.

VI.

Plaintiff and defendant Robert F. Jackson were legally separated at the time of Robert F. Jackson's death. A Decree of Legal Separation entered August 11, 2004 in King County Superior Court Cause No. 04-3-12639-1KNT, copy attached hereto. Pursuant to Paragraph 3.9 of the decree, the MetLife policy was forwarded to plaintiff for the purpose of settling outstanding debts of plaintiff and defendant.

VII.

At the time of Robert F. Jackson's death, plaintiff and defendant owed more than \$100,000 in outstanding and unpaid debt. Defendant Mason agreed to process the claim for death benefits and assist plaintiff with payment of creditors. Defendant Mason provided her social security number, birth date and other personal information to MetLife and also executed an application for benefits as the named beneficiary. Defendant Mason reneged on her word and refused to honor her commitment to plaintiff and the terms of the Decree of Legal Separation.

VIII.

Plaintiff is entitled to receive claim benefit proceeds held or controlled by defendants in amounts necessary to pay debts and obligations referenced in the Decree of Legal

COMPLAINT FOR RECOVERY OF
INSURANCE PROCEEDS - 2.

SIDERIUS, LONERGAN & MARTIN, LLP
ATTORNEYS AT LAW
800 UNION STREET
SUITE 847
SEATTLE, WASHINGTON 98101
(206) 924-2808
FAX (206) 924-2805

1 Separation. An order should enter requiring defendant MetLife to hold funds pending final
2 determination of this action.

3 WHEREFORE, plaintiff prays as follows:

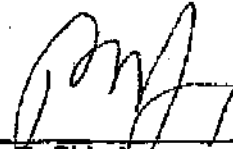
4 1. For entry of an order requiring defendant MetLife to hold funds payable as
5 a result of the death of Robert F. Jackson pending further order of the court; and

6 2. For entry of an order awarding insurance funds held by defendant to plaintiff
7 in amounts necessary to satisfy the terms and requirements of the Decree of Separation;
8 and,

9 3. For an award of costs and reasonable attorney's fees to plaintiff incurred as
10 a result of this action; and

11 4. For such other and further relief as the court deems just and equitable.

12 Dated this 28th day of April, 2006.



13
14 Frank R. Siderius WSBA 7759
15 SIDERIUS LONERGAN & MARTIN LLP
16 Attorneys for Plaintiff
17
18
19
20
21
22
23
24
25
26

27 COMPLAINT FOR RECOVERY OF
28 INSURANCE PROCEEDS -3.

SIDERIUS, LONERGAN & MARTIN, LLP
ATTORNEYS AT LAW
500 UNION STREET
SUITE 847
SEATTLE, WASHINGTON 98101
(206) 624-2800
FAX (206) 624-2805

PHOTOCOPY

CERTIFIED
COPY

FILED
01 AUG 11 PM 12:00
KING COUNTY
SUPERIOR COURT CLERK
RENT, WA

EXP04

**SUPERIOR COURT OF WASHINGTON
COUNTY OF KING**

In re the Marriage of:

NO. 04-3-12639-1 KNT

CRISTINA JACKSON,

Petitioner,

DECREE OF LEGAL SEPARATION

and

ROBERT JACKSON,

[] Clerk's Action Required
(See paragraph 3.11)

Respondent.

I. JUDGMENT/ORDER SUMMARY

1.1 RESTRAINING ORDER SUMMARY:

Does Not Apply.

1.2 MONEY JUDGMENT SUMMARY:

Does not apply.

II. BASIS

This matter has come before this court, the court considered the case record to date and has previously entered its findings of fact and conclusions of law.

**DECREE OF
LEGAL SEPARATION**

-1-

III. DECREE

IT IS DECREED that:

3.1 STATUS OF THE MARRIAGE.

The husband and wife are legally separated.

3.2 PARENTING PLAN

Does not apply.

3.3 CHILD SUPPORT

Does not apply.

3.4 PROPERTY TO BE AWARDED THE HUSBAND

The husband is awarded as his separate property the following:

- a. The furniture and household belongings currently in his possession.
- b. Vehicle: 2002 Toyota Highlander, License No. 748 RSP; and
- c. His bank accounts.
- d. As the real property at 4634 South 288th Place, Auburn, Washington, is to be sold in conjunction with this separation action and as it is intended that the wife use the proceeds from the sale to pay off community debts, the husband shall not share in the proceeds from the sale of the property as the wife is assuming the responsibility for paying off the majority of the community debt.

3.5 PROPERTY TO BE AWARDED TO THE WIFE

The wife is awarded as her separate property:

- a. The furniture and household belongings currently in her possession;
- b. Vehicle: 2003 Lexus 330, License Plate No. KTTYMOM;
- c. Her bank accounts; and
- d. The house and real property at 4634 South 288th Place, Auburn, Washington.

DECREE OF
LEGAL SEPARATION

-2-

3.6 OBLIGATIONS TO BE PAID BY THE HUSBAND.

[X] The husband shall pay the following debts and liabilities to the following creditors:

<u>Creditor</u>	<u>Amount</u>
NAVY FEDERAL CREDIT UNION	\$32,000
WELLSFARGO BANK	\$25,000

Unless otherwise provided herein, the husband shall pay all liabilities incurred by him since the date of separation.

3.7 OBLIGATIONS TO BE PAID BY THE WIFE.

[X] The wife shall pay the following debts and liabilities to the following creditors:

<u>Creditor</u>	<u>Amount</u>
Ameriquist Mortgage	\$216,000
Watermark Credit Union	\$40,000
Bank One	\$29,000
American Express	\$10,000
Chase Bank	\$ 9,000
Sears Card	\$ 9,000
Navy Federal Credit Union	\$10,000

Unless otherwise provided herein, the wife shall pay all liabilities incurred by her since the date of separation.

3.8 HOLD HARMLESS PROVISION.

Each party is required to pay all debt incurred since the date of separation and to hold the other party harmless from any collection action relating to separate or community debt, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.9 SPOUSAL MAINTENANCE.

Does not apply. However, should the wife survive the husband, considering the magnitude of debt assigned to the wife, proceeds from the husband's estate should be awarded to the wife to help settle all outstanding debts. Any insurance policy/policies owned by the deceased shall be awarded to the wife for the same reason. In the event that dissolution of marriage is ordered, survivor benefits on said insurance policy/policies shall be awarded to the wife as though the dissolution was never ordered.

3.10 NAME CHANGES. CRISTINA JHENELLE A. JACKSON

DECREE OF
LEGAL SEPARATION

-3-

3.11 RESTRAINING ORDER

Does not apply.

3.12 ATTORNEY'S FEES AND COSTS.

Does not apply.

3.13 OTHER:

Does not apply.

Dated: August 11, 2004

Presented by:

Darrel Johnson

Darrel Johnson, WSBA #7088
Attorney for Cristina Jackson

[Signature]
Judge Commissioner
APPROVED
AUG 11 2004
Approved for entry.
ERIC B. WATNESS

Robert Jackson

DECREE OF
LEGAL SEPARATION

Exhibit B

THE HONORABLE [JUDGE]

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CRISTINA JACKSON,

Plaintiff,

v.

BARBARA MASON; METROPOLITAN
LIFE INSURANCE COMPANY, aka
METLIFE,

Defendants.

No.:

CONSENT TO REMOVAL

Defendant Barbara Mason consents to the removal to this Court of the action
originally brought by plaintiff in the Superior Court of the State of Washington for King
County, Case No. 06-2-16050-9 SEA.

DATED this 1st day of June, 2006.

By 
Barbara Mason

SIGN
HERE

3494031.1

CONSENT TO REMOVAL:
No.:

Page 1

Bullvan(Houser)Bailey PC
1601 Fifth Avenue, Suite 2700
Seattle, Washington 98101-1618
Telephone: 206.292.8930